

Term Contract No. 405G

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
Term Contract	405G	Credit Card, Motor Fleet Gas
Effective Dates	November 1, 2007 through October 31, 2012	
Bid Number	701380	
Administrator	Garey Graham	
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Last Updated	June 16, 2010	

1. General Information

The Division of Purchase and Contract is providing the accompanying contract certification for your review and use. Awards were made to three firms to provide and maintain a fuels credit card program for the purchase of gasoline, diesel, or other designated motor fuels and oil at stations with extensive accessibility. It is intended to be a **CONVENIENCE CONTRACT** (therefore accessible, but not mandatory) for use by State of North Carolina Agencies, North Carolina State Universities, Political Subdivisions of the State, such as city and county governments and community college districts. Entities should contact the awarded contractors for presentation of their proposed materials.

2. Scope of Contract

Entities should elect to contract with the firm that offers the best and most compatible package to suit their needs.

The following stipulations will apply to all contracting card companies:

- The contractor will charge no fees for issuance or maintenance of the cards.
- Cards will be issued only at the direction of the purchasing officer or designee at each participating agency. Applications without such authorization will be denied. Cards will be delivered to the purchasing officer or designee (**via a traceable delivery system**) rather than to individual cardholders.
- Purchase authorization process must have the flexibility to limit purchases by at least the following:
 - Dollar limit per transaction (by vehicle, etc.)
 - Dollar limit per billing period (by agency, subdivision)
 - Number of transactions per day or per budget cycle
- The State or its participating agencies will not be liable for purchases made outside the dollar limits authorized by each using agency. Liability for each lost/stolen card shall be limited by dollar amount and time (e.g. 24 hours after notification to the contractor by the cardholder), whichever is less. Each participating agency will set a transaction limit(s) as appropriate.
- Billing must accommodate multiple cost centers, as defined by the purchasing officer and/or chief fiscal officer of each participating agency. At the option of the participating agency, billing may be by electronic means, hard copy, or a combination. Flexibility of billing modes will be an important factor in contract implementation.
- Compatibility of vendor identification methods will be important for ease of use by agency purchasing and accounting staff. Many agencies use suppliers' federal employer I.D. numbers (nine numeric characters, often with an extra alpha character) or similar systems to identify vendors.
- Reports must identify vendors by specific city and state locations. This information is necessary for tax accounting by county (in-state) and state (out-of-state).

Term Contract No. 405G

- The contractor will provide to the participating agency consolidated reports on total expenditures, (including totals by agency), number and average purchase amount of transactions, and supplier analysis by vendor type.
- Payment will be made no less often than monthly. It is highly desirable that a variety of payment schedules be available to accommodate agencies who choose to pay more frequently and realize more favorable financial terms thereby.
- A schedule of any rebates or discounts to participating agencies based on prompt payment and/or dollar volume is desirable. Any rebates offered are to be credited to each agency rather than to a central fund.
- The contractor must have a toll-free telephone line for inquiries, resolution of billing questions, reporting of lost/stolen cards, etc.
- A person or persons must be designated as customer service coordinator(s) for the State of North Carolina account. Any change in personnel must be communicated immediately to the Division and participating agencies.
- The selected contractor(s) must be available on reasonable notice to explain its program to interested agencies and work with them in establishing accounts. Implementation is expected to be a continuing process, with some agencies ready to begin a program as soon as possible and others joining later. Account set-up capabilities must be in place no later than forty-five (45) days after a notice of contract award by an agency.
- ***It is anticipated that local school boards, community colleges, and non-state governmental entities such as counties and municipalities may also be interested in participating in this motor fleet gas card program. It is therefore desirable that contractors be willing and able to serve these potential customers under this contract.***
- During the course of the contract, the Division, participating agencies, and the contractor will work together to implement improvements to the program based on advances in the industry and the State's experiences with credit card programs. Cooperation to meet agencies' evolving needs will be very important.

3. Taxes

Prices or Discounts shown herein do not include any North Carolina sales or use taxes. Best available sources on orders less than this minimum order value. This provision shall not be used by an agency to circumvent the intent of the contract. If an agency elects to place an order for less than the minimum order value, and the contractor elects to accept such order, then transportation charges will be prepaid and added to the invoice.

4. Placement of Orders

Orders will be placed throughout the contract period on an as-needed basis for the services required at the time, and will be issued directly to the respective contractor(s) or their designated suppliers. Contract changes, if any, over the life of the contract are implemented by contract addenda released by the Contract Administrator to the contractor. If the contractor is accepting orders and/or delivering through other parties, for example a manufacturer accepting orders and delivering through a dealer network or dealers receiving orders through a network of other dealers, then it is the responsibility of the contractor to apprise such parties of all such contract addenda.

5. Delivery

In the event the contractor fails to perform, the contractor may be held in default in accordance with Terms and Conditions of the Contract between the Contractor and the State of North Carolina, and the state may procure the articles or services from other sources and hold the contractor responsible for excess cost occasioned thereby.

6. Contractors

All known minority, women and disabled owned businesses, as well as disabled business enterprises and nonprofit work centers for the blind and severely disabled, including dealers, will be identified with "Minority owned" "Woman owned", "Disabled Owned", "DBE" or "BSD" as appropriate after the vendor number. This is being done in an effort to recognize these businesses and to encourage and promote their use to the greatest extent permitted by law.

When more than one supplier is listed for a particular item, selection should be made, whenever possible, from any of the groups identified above, consistent with agency needs and price considerations.

Contractor Name/ Federal ID Number	Address	Contact	Phone Fax
GOGAS Universal 56-0507055	3301 Burnt Mill Drive Wilmington, N. C. 28403	K. E. Austin Jr. or Phil Dorroll	910-762-4700 or 910-762-5802
Wright Express Financial Services Corporation 84-1425616	3995 South 700 East, Suite 450 Salt Lake City, Utah 84107	Renata Caine Or David Maxsimic	888-842-0075 or 650-954-8154
Comdata Corporation 62-0813252	5301 Maryland Way Brentwood TN. 37027	Randy Morgan Or Brian Truman	615-376-6902 or 615-370-7663

7. Warranty

The contractor guarantees items offered to be free from any and all defects in material, packaging and workmanship and agrees to replace defective items promptly at no charge to the State, for the period of the contract.

8. Substitutions

Substitutions are not permitted without prior approval of the Division of Purchase and Contract. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract.

9. Contract Addenda

Addendum #1	9/29/09	Contract extended thru 10/31/2010		
Addendum #2	6/20/2010	Contract extended Through 10/31/2012		